09-50026-mg Doc 4752-1 Filed 01/07/10 Entered 01/07/10 13:08:20 Exhibit Exhibits A & B to Liberty Mutual Ins. Co.s Pg 1 of 28

Exhibit A

09-50026-mg Doc 4752-1 Filed 0	01/07/10 Entered 01/07/10	1300 ARUM TANIH TA			
09-50026-mg Doc 4752-1 Filed 0 Exhibits A & B to Liber INITED STATES BANKRUPTCY COURT FOR THE SOUTH Name of Debtor (Cleck Only One)	rty Mutual Ins. Co.s Pg 2 c	f 2 8			
Name of Debtor (Check Only One)		PROOF OF CLAIMS A MAIN			
Motors Liquidation Company (fik/a General Motors Corporation) IMLCS, LLC (fik/a Saturn, LLC) IMLCS Distribution Corporation (fik/a Saturn Distribution Corporation) IMLC of Harlem, Inc. (fik/a Chevrolet Saturn of Harlem, Inc.)	•	Your Claim is Scheduled As Follows.			
NOTE. This form should not be used to make a claim for an administrative expanse ariting a or purposes of asserting a claim under 11 USC § 503(b)(9) (see Hem #5). All other reques iled pursuant to 11 USC § 503	to, burnism of an annimistrative exhemse dividily be				
Name of Creditor (the person or other entity to whom the debtor owes money or property). IBERTY MUTUAL INSURANCE COMPANY		CITY CONTRACTOR OF THE PARTY OF			
Name and address where nances should be sent c/o Grace Winkler Cranley Leo & Weber, P C	Check this box to indicate that this claim amends a previously filed claim	HON & SUB INC.			
One N LaSalle Street, Ste 3600 Chicago, IL 60602	Court Claim Number	NON PARTY ON			
Telephone number 312/857-0910 Email Address geranley@leoweber.com	Filed on	If on amount is identified above you have a claim scheduled by one of the Deburs as shown [This teheduled amount of your cheduled amount of your cheduled.			
Name and address where payment should be sent (if different from above) FILED - 20947 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG) I Amount of Claim as of Date Case Filed, June 1, 2009 \$10.618	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars Clieck this box if you are the debtor or trustee in this case.	If an amount is identified whive you have a claim scheduled by one of the Deburs as shown (This scheduled amount of your claim may be an immendment to a previously scheduled amount) If you agree, with the amount and priority of your claim as scheduled by the Debur and you have no other claim against the Debur you do not need to file this proof of claim form, EXCEPT AS FOLLOWS (If the amount allown is fisted as DISPUTED, UNLIQUIDATED or CONTINGIENT, a proof of claim MUST be filled in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the amoched instruction, you need not file again.			
il all or part of your claim is secured complete item 4 below however, if all of your claim is your claim is entitled to priority, complete item 5 if all or part of your claim is asserted pursual. Check this box if claim includes interest or other charges in addition to the itemized statement of interest or charges. Basis for Claim Contract Indemnity (See instruction #2 as reverse side.)	bunciby automat of claim. Attach	in one of the following entegories, check the box and state the amount Specify the priority of the claim			
3 Last four digits of any number by which creditor identifies debtor		Domestic support obligations under 11 U S C § 507(a)(1)(A) or (a)(1)(B) Wages, salaries, or commissions (up			
(See instruction #3e on reverse side) 4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a information		to \$10 950*) carned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is eather — 11			
Numar of management and a second	icle 🖸 Equipment 💢 Other	USC § 507(a)(4) Contributions to an emplayee benefit plan – 11 USC § 507(a)(5)			
Value of Property \$25,000,482 Annual Interest Rate_% Amount of arrearage and other charges as of time case filed included in s		Up to \$2 425* of deposits loward purchase, lease, or rental of property or services for personal, family, or			
Basis for perfection POSSESSION	secured claim, if any S	household use — 11 U S C § 507(n)(7)			
Amount of Secured Claim \$ Amount Unsecured		Taxes or penalities owed to governmental timits = 11 U S C § 507(a)(8)			
6 Credits The amount of all payments on this claim has been credited for the 7 Documents. Attach reduced copies of any documents that support the claim orders invoices itemized statements or mining accounts contracts, judgments, You may also attach a summary. Attach reduced copies of documents providing a security interest. You may also attach a summary. (See instruction 7 and defining DOC NOT SEND OF ICHAEL DOCUMENTS.)	Using of goods received by the Debtor within 20 days before the date of commencement of the case − 11 U S C § 503(b)(9) (§ 507(a)(2)) Other − Specify applicable paragraph of 11 U S C § 507(a)(−1)				
SCANNING	Y BE DESTROYED AFTER	Amount entitled to intority			
If the documents are not available please explain in an attachment		Amounts are subject to adjustment on 4/1/10 and every 3 years thereofter with respect to cases commenced on a giet the date of adjustment			
Date W5-01 Signature The person filing this claim must sign it Signature The person authorized to file this claim and state address address above. Annch copy of power of attorney it app	a and print name and title it my of the creditor	o) FOR COURT USE ON 1,Y			
Ponula for preventing translation for English to FERRING STATE STA	/ ILALA Lake 1 1 1 1 1 1 1 1 1				

09-50026-mg Doc 4752-FT4TEA OLY TOLO CLEATING OF 01/07/10 13:08:20 Exhibit Exhibit Exhibit Insurance Company of 28

In re Motors Liquidation Company (f/k/a General Motors Corporation)

Case No.: 09-50026

Amount of Claim: \$10,618,029 Contingent / \$21,951.55 Liquidated

The claim of Liberty Mutual Insurance Company ("Liberty") is based upon the General Agreement of Indemnity executed by Indemnitors, including Debtor, General Motors Corporation, in favor of Liberty and dated September 29, 2004, and is based upon common law rights of subrogation to seek reimbursement and exoneration for claims and losses from Debtor. A copy of the General Agreement of Indemnity is attached hereto as Exhibit "A". Liberty as a Surety also has a common law right of indemnity, reimbursement, and exoneration from Debtor arising from losses as a result of bonds issued by Liberty where General Motors Corporation is principal.

The claim is partially contingent insofar as the General Agreement of Indemnity secures Liberty from losses it incurs by reason of the issuance of surety bonds. Liberty issued on behalf of General Motors Corporation, and in favor of various obligees, current surety bonds in the total penal sum of \$10,618.029. A list of the bonds and the amount of the bonds is attached to this statement as Exhibit "B". Liberty issued numerous other bonds that are not currently in-force, but on which Liberty may continue to have exposure and, therefore, Liberty reserves its rights to amend this claim amount.

As of October 2009, the claim is partially liquidated in attorney fees, consulting fees, costs, and expenses as allowed by the General Agreement of Indemnity for a total liquidated claim of \$21,951.55.

Liberty is holding collateral in the form of proceeds of letters of credit in the amount of approximately \$25,000,482 posted pursuant to a Collateral Pledge Agreement. The collateral has been transferred to the new entity GM and is not property of the estate; however, Liberty sets forth the collateral amount since it may be used to offset amounts claimed by Liberty.

Liberty continues its investigation of its bond exposure and therefore Liberty reserves the right to amend its proof of claim. Submission of this proof of claim is not a waiver of any of Liberty's rights under the General Agreement of Indemnity and should not be construed as a release of any of the non-debtor indemnitors and/or third parties.

LIBERTY MUTUAL INSURANCE COMPANY

By one of its attorned

T. Scott Leo, ARDC # 03127352 Grace W. Cranley, ARDC # 6215920 Leo & Weber, P.C. One North LaSalle Street, Ste. 3600 Chicago, Illinois 60602 312-857-0910 312-857-1240 fax

GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY

WHEREAS, the undersigned (hereinafter called "INDEMNITOR"), desires one or more of Liberty Mutual Insurance Company, a Massachusetts carporation; Lib Insurance Corporation, an Iowa corporation; The First Liberty Insurance Corporation, an Iowa corporation; Liberty Mutual Fire Insurance Company, a Massachusetts carporation; Liberty Insurance Company, a Vermont corporation; and any other company that is part of or added to the Liberty Mutual Property Insurance Company, a Croup for which surety business is underwritten by Liberty Hond Services (collective) hereinafter called "SURETY") to execute bonds, undertakings, and on the helif of any majority-owned or controlled subsidiaries or any unfiliates, whether present or future, and whether directly or indirectly held; and, upon with others (collectively hereinafter called "PRINCIFAL"), or to renew or to refrain from cancelling the BONDS:

NOW, THEREFORE, in consideration of the SURETY executing the BONDS, or renewing or retraining from canceling the BONDS, the INDEMNITOR liereby agrees that:

- I. BENEFICIAL INTEREST The undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each of the HONDS.
- PREMIUMS The INDEMNITOR shall pay to the SURETY all premiums and charges due for any BONDS in accordance with its rate fillings, its
 manual of rates, or as otherwise established by the SURETY, until the PRINCIPAL or INDEMNITOR shall serve evidence satisfactory to the SURETY
 of its discharge or release from all Hability under any BONDS.
- 3. INDEMNITY The INDEMNITOR shall exonerate, indemnify and save harmless the SURETY from and against any and all loss, damage or expense (including, but not limited to, interest, costs and altorocy's fees) which the SURETY shall at any time sustain or incur by reason of: the request to or continuation thereof; or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any account thereof; or any payment thereunder; or as a result of prosecuting or defending any reason of the fallure of the INDEMNITOR to perform or comply with the terms of this Agreement; or in the enforcement of the terms of this Agreement.

 An itemized statement of loss and expense incurred by the SURETY, swom to by an officer of the SURETY, shall be prima focise evidence of the fact and extent of the liability of the undersigned to the SURETY in any claim or sult by the SURETY against the undersigned.
- 4. CLAIMS AND SETTLEMENTS The SURETY shall have the exclusive right for itself and the undersigned to determine in good faith whether any claim or suit upon any BONDS shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed. SURETY may incur such expenses, including reasonable attorney's fees, as SURETY deems necessary or advisable in the investigation, defense and payment of such BONDS, unless the PRINCIPAL and the INDEMNITOR shall request the SURETY to litigate such claim or demand, or to defend such sult, or to appeal to be used in paying any award(s) or judgment(s) rendered or that may be rendered. The SURETY shall have every right, defense or remedy which a construed to waive or diminish any right, defense or remedy which the SURETY might have if this instrument were not executed.
- 5. DISCHARGE/PLACE IN FUNDS The INDEMNITOR will, within thirty (30) days after the SURETY's written demand, either; a) procure the discharge of the SURETY from any BONDS and all liability by reason thereof; or b) if unable to secure such discharge, the INDEMNITOR will place costs and expenses) arising from any BONDS or request therefor (as may or may not be evidenced by the establishment of a reserve), as determined by INDEMNITOR's last known address by registered or certified mail. Alternatively, at the SURETY is not discretion and election, INDEMNITOR's not story as determined by SURETY may make other provisions satisfactory to the SURETY for the funding of any bonded obligation(s). The INDEMNITOR and acknowledges that if the INDEMNITOR breaches its obligations set forth in this paragraph, the SURETY will have no adequate remedy at law and shall be entitled to injunctive relief, including without limitation specific performance of the terms of this Agreement.
- 6. TRUST FUND, ASSIGNMENT AND OTHER REMEDIES The PRINCIPAL and INDEMNITOR hereby agree that all of their interest, title and rights in the contract or undertaking referred to in the BONDS, or in, or growing in any manner out of the BONDS shall be held as a trust fund in which this Agreement constitutes notice of such trust. The PRINCIPAL and the NDEMNITOR bereby do and will assign, pledge and convey to the SURETY, as collateral security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the rights in, and growing in any matter out of, all contracts referred to in the BONDS, or in, or growing in any manner out of the BONDS, but only in the discharging any other indebtedness or liability incurred in connection thereafts the BONDS or any breach of any BONDS; or 2) a default in the PRINCIPAL for the benefit of creditors, or upon PRINCIPAL's involvement in any agreement or proceeding of ingulation, receivership, or or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take passession of any BONDS, and at the expense of the PRINCIPALs and NDEMNITORS and INDEMNITORS and INDEMNITORS to complete or arrange for the completion of the same, and the PRINCIPALs and INDEMNITORS shall pumpily, upon demand, pay to the SURETY shall have the right, with the same, and the PRINCIPALs and INDEMNITORS shall pumpily, upon demand, pay to the SURETY as their altomestical for the completion of the PRINCIPALs and INDEMNITORS and INDEMNITORS assignments to the PRINCIPALs and INDEMNITORS shall pumpily, upon demand, pay to the SURETY as their altomestical for the completion of the PRINCIPALs and INDEMNITORS assignments or agreements deemed accesses to incurred. Agreement, including the authority to exercise all rights of the PRINCIPALs and INDEMNITORS assignments or agreements deemed accesses you be given to the SURETY in order to give full effect not only to the finent and meaning of the within assignments, but a
- 7. BOOKS AND RECORDS Until the SURETY shall have been fundshed with competent evidence of its discharge, without loss, from any and all BONDS, the SURETY shall have the right to free occas to the books, records and accounts of each of the undersigned for the purpose of examining the SURETY the amount of such deposits as of only date requested; and, any person, firm or carporation doing business with the undersigned to furnish an unborized to furnish any information requested by the SURETY concerning any transaction. The SURETY may furnish copies of any information or reinsurance or companies with regulatory requirements or mivising interested persons or companies for the purpose of procuring co-suretyship.
- 6. OTHER INDEMNITY The INDEMNITOR shall continue to remain bound under the terms of this Agreement even though the SUITETY may have indemnity or collateral in connection with the execution or procurement of said BONDS, from the PRINCIPAL or INDEMNITOR or others. The rights, remedies given the SURETY under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and note this NURETY may have or acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or be not acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or be not acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or be not acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or be not acquired.



- 10. SURETIES In the event the SURETY produces the execution of the BONDS by other sureties, or executes the BONDS with co-sureties, or reinsures any portion of the BONDS with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, as their interests may appear.
- 11. DECLINE EXECUTION The SURETY may decline to execute, renew or extend any HONDS, including final bonds, and may cancel any HONDS unless the BONDS state otherwise, and the PRINCIPAL and INDEMNITOR shall make no claim to the contrary. The PRINCIPAL and INDEMNITOR shall make no claim relating to the failure or refusal of any person or eatily to accept any of the SURETY's BONDS or to award any contract to any
- 12. CHANGES, WAIVER OF NOTICE The SURETY is authorized and engawered, without notice to or knowledge of the INDEMNITOR or PRINCIPAL, to assent to changes in any BONDS, and/or in the contracts or obligations covered by any BONDS, or to refere so to assent, it being expressly understood and agreed that the INDEMNITOR shall remain bound under the terms of this Agreement, even though any such assent by the SURETY does or might substantially increase the liability of the INDEMNITOR. The INDEMNITOR waives notice of: the execution of the BONDS; acceptance of this Agreement; any default; and/or any other ects which may give rise to a bond claim or liability of the SURETY under the BONDS.
- 13. INVALIDITY Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case the execution of this Agreement by the INDEMNITOR is defective or invalid for any reason, such defect or invalidity shall not affect the validity or enforceability of this Agreement or the liability berounder of the INDEMNITOR executing the same.
- 14. ENFORCEMENT Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not but any authorize surface and all of the undersigned as parties defendant in any action, regardless of venue or forum, against SURETY on account of any BONDS, and to enforce the obligations hereunder directly against any of the contract without the necessity of first proceeding against the PRINCIPAL. All funds which shall become due from the INDEMNITOR to the
- 15. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving
- TERMINATION This Agreement may be terminated by the INDEMNITOR upon 30 days' written notice sent by registered or certified mail to SURETY at its home office at Liberty Bond Services, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644, but any such notice of termination shall not operate to modify, bor, or discharge the INDEMNITOR as to the BONDS that may have been theretofore executed or approved, or censwed or extended. Such termination by any undersigned shall in no way offert the obligation of any other andersigned who has not given notice of

termination as herein provided. 17. JOINT/SEVERAL - The INDEMNITOR and its succ	rsigned shall in no way offect the obligation of any other undersigned who has not given notice of cessors and assigns are jointly and severally bound by this Agreement.
Executed this 27th day of 1, 1 to	in the year 3004
General Motors Corporation FEIN # 38-0572515 200 Renaissance Center Detroit, MT 48265-3000	•
By: (signature) Walter G. Horst, Treasurer (name and title)	Attest: (CORPORATE SEAL) Attest: (signature) Namey E. Polis, Secretary
	(name and title)
	ORPORATE ACKNOWLEDGMENT
STATE of Michigan	
County of <u>Wayne</u> On this 2 day of <u>wift</u> , 2004, befi Nancy E, Polis known by me to	fore mic personally appeared <u>Woller G. Borst</u> und
Secretary of the control of the cont	end conporation described in and which executed the foregoing Agreement; that they know the seat of creent is such corporate seal; that it was so offixed by the order of the Board of Directors of said a order.
N WITNESS WHEREOF, I have hereunio set my hand and	d affixed my OFFICIAL SEAL the day and year first above writtep.
	Lience A Smill (Signature of Notary Public)
(SEAL) ·	Notary Public, residing at 300 Serverage Ceta Detrait, The My commission expires — Sale 12, 2011
	GINGER A. SMITH NOTARY PUBLIC - MICHIGAN WAYNE COUNTY MY COMMISSION EXPIRES JUNE 12, 2011
LBS-CSL	-,4

At its June 3, 2003 meeting, a quorum being present, the Board of Directors of General Motors Corporation (hereinafter called the "Corporation"), adopted the following Preamble and Resolutions:

"WHEREAS, the Corporation has agreed to enter into a certain General Agreement of Indemnity in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services or Liberty Mutual Surety (Individually and

WHEREAS, the Corporation has a financial, material and beneficial interest in transactions in which (i) the Corporation, ___; (ii) any of <u>iis</u> subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and (iii) any other entity or person in response to a request from any party described in items (i) or (ii) above (including requests from their agents, brokers or producers); and as to all of the foragoing, whether they act alone or in joint venture with others whether or not said others are named herein (Individually and collectively hereinatter called "Principals"), have applied or will apply to the Surety for cartain bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other surety obligations (hereinafter called 'Bonds'); and

WHEREAS, the Surety has executed or is willing to consider the execution of the Bonds, as surety, upon being furnished with the written indemnity of the Corporation;

NOW, THEREFORE, BE IT:

RESOLVED, that the diffcers authorized to execute documents on behalf of the Corporation are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any indemnity agreement(s) that the Surety requires or may require as consideration for the Surety's execution of Bonds, of whatever kind or nature, on behalf of the Principal; the officers authorized to execute documents on behalf of the Corporation include: Walter G. Borst, Treasurer.

RESOLVED FURTHER, that said officers are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any and all amendments to any and all indemnity agreement(s); and to execute any other or further agreements relating to any such Bonds or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety, in connection with any such Bonds;

RESOLVED FURTHER, that said officers are authorized and empowered to affix the corporate seal to any and all indemnity agreement(s), to any and all amendments to said indemnity agreement(s), and to any other or further agreements; and

RESOLVED FURTHER, that any and all actions heretofore taken by any representative of the Corporation in order to carry into effect the purposes of the foregoing resolutions, including the execution and delivery of any indemnity agreement(s) are hereby approved, ratified and confirmed."

Given under my hand and the seal of the Corporation, in the City of <u>Detroit</u> State of <u>Michigan</u> on the <u>J</u> day of

GM Corporate Resolution 7709

04/2004

Nancy/E. Polls, Secretary



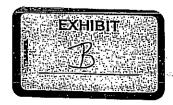
Doc 4752-1 Filed 01/07/10 Entered 01/07/10 13:08:20 Exhibit Exhibits A & B to Liberty Mutual Ins. Co.s Pg 7 of 28 Page 1

ACCOUNT SUMMARY (INFORCE)

As of 10/26/2009

TERSTU

	BOND COUNT	OUTSTANDING LIABILITY	, -
OFFICIAL BONDS	9	75,000	; 1
COURT & FIDUCIARY	1	124,000	
CONTRACT - SUPPLY - SUBDIVISION	0 0 0	0 0 0	
LICENSE & PERMIT . CUSTOMS	34 3	867,950 6,312,500	•
MISCELLANEOUS . WORKERS COMP . MISC CONTRACTS	4 3 0	138,579 3,100,000 0	
- ACCOUNT TOTAL	54	10,618,029	



BOND NUMBER	EFF DATE <u>k</u>	XP DATE	BOND AMOUNT	BILL AMOUNT	RM	CLASS	BTATE	CLM	CN
. OBLIGEE	PEOPLE OF S	ORS COMPAN TATE OF NE	Y W YORK, DROW	OF COMMON STA	5		NY		
. DESCRIPTION	GAME OF CHA	NCE - GMC	ULTIMATE SUPER	BOWL SWEEPST	'AKES	orus o*			
6595088 . PRINCIPAL . OBLIGEE	SATURN CORP	ORATION		250	2	938	MS		
. DESCRIPTION		SSIGSIPPI, DOND	MISSISSIPPI I	PUBLIC SERVICE	COMP	IISSION			
6571113 - PRINCIPAL - OBLIGEE	GENERAL MOT	CORPORTORS	50,000 RATION	375	. 3	521	NJ		
. DESCRIPTION	PRIVATE PLA BENEFITS LA	an under ti Aw		FEMPORARY DIS	ABILI:	ľΥ			
6571084 - PRINCIPAL	מסואר אולוידואים:	TODG	_		-	579	MI		
. OBLIGEE DESCRIPTION	MICHIGAN DI INFORMATION	EPARIMENI (N FURCHASE	OF STATE, MOTO R'S UNIFORM SU	R VEHICLE ADM RETY BOND	INIST	RATION			
6571078 - PRINCIPAL - OBLIGEE	DIANA GOWI	ng			5	1.05	MI		
- DESCRIPTION	NOTARY BON	Ď		ATE		÷			
6571067 . PRINCIPAL . OBLIGEE	G.M. SAFE : STATE OF M	DRIVING PR ICHIGAN, S	OGRAM ECRETARY OF ST	125 'Ate	1	994	MI		
- DESCRIPTION	INFORMATIO	n Purchase	RS UNIFORM SUR	ETY BOND					
6555141 - PRINCIPAL - OBLIGEE	NESTELYNN STATE OF M	L. GARRETT IICHIGAN, S	10,000 ECRETARY OF ST		5	105	MI		
. DESCRIPTION	I NOTARY BON	D .							
6522312 PRINCIPAL OBLIGEE	ONSTAR COR	LPORATION	2,500	100	_	993	ИD		
. DESCRIPTION	STATE OF A	NICATIONS	'A, PUBLIC SERV RESELLER	JICE COMMISSIC	NC	•		•	١
	SATURN COF	PORATION	•) 2		NC		
- OBLIGEE - DESCRIPTION	NORTH CARC	OLINA DIVIS	SION OF MOTOR T	VEHICLES, DIV	ISION	OF MOTO	*		

BOND NUMBER E	SFF DATE	EXP DATE	BOND	 Amount	BILL	TMUOMA	RM	Class	STATE	CLM	C 11
. PRINCIPAL	SATURN DI	OLINA DIVIS	CORPOR	NOITAS				930 F MOTO*	NC		
6449949) PRINCIPAL OBLIGEE DESCRIPTION	S. HAYES STATE OF	MICHIGAN, S			ATE	100	5	105	MI		
6412067 . PRINCIPAL . OBLIGEE . DESCRIPTION	CRISTINA STATE OF	VARGAS ARIZONA, S		•	ATE - N	100 OTARY P		105 SECTION	AZ		
6387880 PRINCIPAL OBLIGEE DESCRIPTION	GENERAL I STATE OF	MISSOURI,	ANY MOTOR	VEHICLE (COMMISS	SION	4	927	МО		
6387773 . PRINCIPAL . OBLIGEE . DESCRIPTION	GM CAR C STATE OF	OMPANY LLC COLORADO,	DEPART	TMENT OF		150 E - MOTO		930 HCLE DI	CO *		
6387744 PRINCIPAL OBLIGEE DESCRIPTION	GM CAR C STATE OF	MISSOURI,	MOTOR	VEHICLE	COMMIS		5 2	930	МО		
6387743 . PRINCIPAL . OBLIGEE . DESCRIPTION	GM CAR O	OMPANY LLC	o, Mor	OR TRANSI			O 2 SION	930	NM		
6387708 PRINCIPAL OBLIGEE DESCRIPTION	GM CAR (STATE O	MISSOURI,	MOTOR	VEHICLE			5 2	930	МО		
. PRINCIPAL	GM CAR (04/30/10 COMPANY LLC TE OF FLORI EHICLE DEAI	DA, DE					930 AND MOT	FL O*		

BOND NUMBER	EFF DATE	EXP DATE	BOND	AMOUNT	BILL	THUOMA	RM	CLASS	STATE	СТМ	CN
6380057 PRINCIPAL OBLIGEE DESCRIPTION	PAMELLA STATE OF	MICHIGAN,				100	5	105	MI		
6351257 . PRINCIPAL . OBLIGEE . DESCRIPTION	NESTELYN STATE OF NOTARY E	N L. GARRET 'MICHIGAN, OND	t Secret	'ARY OF ST		100	⁵ .	105	MI		
6307874 PRINCIPAL OBLIGEE DESCRIPTION	GENERAL STATE OF	MOTORS COMI NEW YORK,	ANY CHAIR	, WORKERS'	COMPI	750 Insation			ŃУ		
6286393 PRINCIPAL OBLIGEE DESCRIPTION	JIMMIE 1 STATE OI	E. KING F INDIANA, 1				100	5	105	IN		
6286392 PRINCIPAL OBLIGEE DESCRIPTION	RICHARD STATE O	L. BROWN F INDIANA,				100	5	105	in		
6286296 . PRINCIPAL . OBLIGEE . DESCRIPTIO	LISA A. STATE O	ALTIZER F MICHIGAN,				100) 5	105	MI		
	GENERAI ELLA M.	MOTORS CON HANNER REI	IPANY		•		O 1		OK		٠
6273595 PRINCIPAL OBLIGEE DESCRIPTIO	GENERAI BANK OI ON LOST II	L MOTORS AC F AMERICA	CEP <u>tan</u> Ond	CE CORPORA	YTION		•	553	FL		
6267256 PRINCIPAL OBLIGEE DESCRIPTION	03/31/0 GENERA STATE	9 03/31/1	O MPANY	20,000 - GM AUCT		10	0 4	930	GA		

BOND NUMBER	EFF DATE EXP DATE BOND AMOUNT I	SILL AMOUNT RM	CLASS	STATE	CIM	CIN1
. PRINCIPAL . OBLIGEE	VICTORIA LYNN PROCK OF GENERAL MOTORS	100 2 5 COMPANY DCEESING MS H22:		CA		
. OBLIGEE	01/01/09 01/01/10 1,000 SATURN CORPORATION STATE OF TENNESSEE BOND FOR PETROLEUM FRODUCTS & ALTERN	100 2 ATIVE FUELS	949	TN		
6256930 PRINCIPAL OBLIGEE	01/01/09 01/01/10 100,000 SATURN CORPORATION MARYLAND DEPARTMENT OF TRANSPORTATIO MOTOR VEHICLE MANUFACTURER	500 2	9äö	Μ̈́D		
. PRINCIPAL . OBLIGEE	12/29/08 12/29/09 1,000 CHEVROLET-PONTIAC-CANADA GROUP, GENE STATE OF TENNESSEE FUEL TAX BOND	100 2 RAL MOTORS COME	950 ANY, A D*	TN		
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6251579 . PRINCIPAL . OBLIGEE DESCRIPTION	10/14/09 10/14/10 10,000	100	2 927	CT . ·		
. OBLIGEE	10/10/09 10/10/10 50,000 SATURN DISTRIBUTION CORPORATION STATE OF NEW MEXICO MOTOR VEHICLE DEALER BOND	250	2 927	NM		

BOND NUMBER	RPF DATE	EXP DATE	BOND	AMOUNT	BILL	AMOUNT	RM	Class	STATE	CIM	CN
6251517 . PRINCIPAL . OBLIGEE . DESCRIPTION	GENERAL N STATE OF	11/13/09 MOTORS COMPA MISSISSIPPI MERCHANTS	MA	50,000		250	2	938	MS		
	DO NOT CA 11/13/08 GENERAL N STATE OF	ALL BOND 11/13/09 MOTORS COMPA LOUISIANA	/NX	20,000		100	2	938	LA		
6251482 . PRINCIPAL . OBLIGEE . DESCRIPTION	DO NOT CI 12/31/08 SAAB LEAS STATE OF	ALL BOND 12/31/09 SING CO., IN NEW HAMPSHI	IC.	25,000		. 125	2	922	NH ·		
6246326 - PRINCIPAL - OBLIGEE - DESCRIPTION	SAAB CAR STATE OF	NEW HAMPSH	IRE	50,000		250	1	· 579	ин		•
6246299	GMAC ACC 10/31/09 GENERAL DISTRICT	T. # 10/31/10 MOTORS COMPI OF COLUMBIA	ANY A	25,000		125	4	927	DC		
- 6241164 . PRINCIPAL - OBLIGEE	09/30/09 GENERAL STATE OF	09/30/10 MOTORS COMP ALABAMA HICLE DEALE	ANY	10,000		100	4	930	AL		
- 6241114 - PRINCIPAL - OBLIGEE	09/30/09 GENERAL STATE OF	09/30/10 MOTORS COMP ALABAMA HICLE DEALE	E\YMA	10,000 M AUCTION	DEPT.	100	3	930	AI.		
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6205176 . PRINCIPAL . OBLIGEE . DESCRIPTION	GENERAL :	MOTORS COMP. ALTH OF MAS	any Sachusetts		18,000	4	521	МА		
6198930 - PRINCIPAL - OBLIGEE - DESCRIPTION -	GENERAL U.S.CU DRAWBACK	MOTORS CORP STOMS SERVI	ORATION CE CODE 1A	-CUSTOM 1	25,000 BOND #380	2)30157	972 <u>4</u>	NY		
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6198885 - PRINCIPAL - OBLIGEE - DESCRIPTION	SAAB CA STATE C	RS USA, INC F CONNECTIO	UT, DEPARTA		100 TOR VEHIO		927	CT _.		
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. 09-50026-mg Doc 4752-1 Filed 01/07/10 Entered 01/07/10 13:08:20 Exhibit Exhibits A & B to Liberty Mutual Ins. Co.s Pg 15 of 28

Exhibit B

O9-50026-mg Doc 4752-1 Filed 01/07/10 Entered 01/07/10 13:08:20 Exhibit
Exhibits A & B to Liberty Mutual Ins. Co.s Pg 16 of

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Name of Debtor (Check Only One)

Case No

OMotors Liquidation Company (file General Motors Corporation)
OMLCS, LLC (file Saturn, LLC)
OMLCS Distribution Corporation (file Saturn Distribution Corporation)
OMLC Of Harlem, Inc (file Chevrolet Saturn of Harlem, Inc)
O9-50028 (REG)
O9-13558 (REG)

DMLCS, LLC (f/lda Satura, LLC) MMLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) DMLC of Harlem, Inc (f/k/a Chevrolet Saturn of Harlem, Inc.) NOTE. This form should not be used to make a classi for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under H USC § 503(b)(9) (see item ii 5). All when requests for purposit of an administrative expense thould be Itled proxumit to II USC \$ 103 Name of Creditor (the person or other entity to whom the debtor owes propey or PROPERTY MUTUAL INSURANCE COMPANY Check this box to indicate that this Name and addréss where nonces should be sent c/o Grace Winkler Cranley claim amends a previously filed Leo & Weber, P C One N LaSalle Street, Ste 3600 Court Claim Number ___ (If known) Chicago, IL 60602 312/857-0910 Telephone number Fried on If an amount is identified above you have a claim Empl Address scheduled by one of the Deburg as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you gcranley@leoweber.com Name and address where payment should be sent (if different from above) amendment to a previously screenized amount) is you agree with the amount and priority of your chain as scheduled by the Debiar and you have no other claim against the Debiar you do not need to file this proof of claim tonis, EXCLIT AS FOLLOWS If the amount shown is listed at DISPUTED, UNLIQUIDATED of CONTINGENT, a proof of claim MUST be filed to the proof of the pr Check this box if you are aware that anyone else hus filed a proof of claim FILED - 20950 relating to your claim. Attach copy MOTORS LIQUIDATION COMPANY of stolement giving particulars F/K/A GENERAL MOTORS CORP order to receive any distribution in respect of your claim. If you have already filed a grouf of claim in accordance with the anached instructions you need not file again. SDNY # 09-50026 (REG) Check this box if you are the debtor Telephone number or inistee in this case. 1 Amount of Claim as of Date Case Filed, June 1, 2009 1 Amount of Claim as of Date Case Fried, June 1, 2009 SIO.618.029 contingent/ See affective Amount of Claim Entitled to If all or part of your claim is secured, complete item 4 below however, if all of your claim is unsectived, do not complete item 4 if all or part of If any portion of your claim falls. Your claim is entitled to priority, complete item 5 If all or part of your claim is asserted pursuant to 11 USC (503(b)(9), complete item 5 If any portion of your claim falls in one of the following categories, Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach check the box and state the ilemized statement of interest or charges anjount 2 Basis for Claim Contract Indemnity Specify the priority of the claim (See instruction #2 on reverse side) Domestic support obligations under 11 U S C § 507(a)(1)(A) or (a)(1)(B) Last four digits of any number by which creditor identifies delitor Wages, salaries, or commissions (up 3a Debtor may have scheduled account as (See instruction #3a on reverse sale.) to \$10 950*) corned within 180 days before filing of the bankraptcy Secur ed Claim (See manucion #4 on reverse sine) netition or cessition of the debtor's Check the appropriate box if your claim is secured by a lied on property or a right of setoff and provide the requested business, whichever is eather - 11 USC § 507(a)(4) Contributions to an emplayee benefit Nature of property or right of setoff 💢 Real Estate 🚨 Motor Vehicle 🚨 Equipment plan - 11 U S C & 507(a)(5) Describe Un to \$2,425* of deposits toward Value of Property \$25,000,482 Annual Interest Rate % nurchase, lease, or rental of property or services for personni, family, or Amount of arrearage and other charges as of time case filed included in secured claim, if any 5_____ household use - II U S C 4 507(a)(7) Bosts for perfection __Possession Taxes or penalties awed to Amount of Secured Claim S Amount Unsecured 5 governmental units - 11 USC 6 507(a)(8) 6 Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. Value of goods received by the Debtor within 20 days before the 7 Documents Attach reducted copies of any documents that support the claim, such as promissory notes, purchase "date of commencement of the case orders involves itemized statements or mining accounts contracts, judgments, mortgoges, and security agreements 11 U 5 C & 503(b)(9) (& 507(n)(2)) You may also attach a summary. Attach reducted copies of documents providing evidence of perfection of Other - Specify applicable paragraph a security interest. You may also attach a summary. (See instruction 7 and definition of reducted on reverse side.) of 11 USC 6 507(n)() Amount entitled to pilority DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING * Amounts are subject to adjustment on 4/1/10 and every 3 years thereofer with If the documents are not available please explain in an attachment respect to Laser Lammenced on or after the date of adjustment Signature. The person filing this claim must sign it. Sign and print name and title if my of the creditor or other person authorized to file this claim and state address and telephone mighber it different from the notice FOR COURT USE ONLY address above. Attach copy of power of attorney if any

09-50026-mg Doc 4752-1**STAIRMINITY OF CENTAGE P**01/07/10 13:08:20 Exhibit Exhib**it BER BY ONLY OF ANY CENTAGE COMPANY**

In reMLCS Distribution Corporation (f/ka Saturn Distribution Corporation)

Case No.: 09-50028

Amount of Claim: \$10,618,029 Contingent / \$21,951.55 Liquidated

The claim of Liberty Mutual Insurance Company ("Liberty") is based upon the General Agreement of Indemnity executed by Indemnitors, including Debtor, in favor of Liberty and dated September 29, 2004, and is based upon common law rights of subrogation to seek reimbursement and exoneration for claims and losses from Debtor. A copy of the General Agreement of Indemnity is attached hereto as Exhibit "A". Liberty as a Surety also has a common law right of indemnity, reimbursement, and exoneration from Debtor arising from losses as a result of bonds issued by Liberty where Debtor is principal.

The claim is partially contingent insofar as the General Agreement of Indemnity secures Liberty from losses it incurs by reason of the issuance of surety bonds. Liberty issued on behalf of Debtor, and in favor of various obligees, current surety bonds in the total penal sum of \$10,618.029. A list of the bonds and the amount of the bonds is attached to this statement as Exhibit "B". Liberty issued numerous other bonds that are not currently in-force, but on which Liberty may continue to have exposure and, therefore, Liberty reserves its rights to amend this claim amount.

As of October 2009, the claim is partially liquidated in attorney fees, consulting fees, costs, and expenses as allowed by the General Agreement of Indemnity for a total liquidated claim of \$21,951.55.

Liberty is holding collateral in the form of proceeds of letters of credit in the amount of approximately \$25,000,482 posted pursuant to a Collateral Pledge Agreement. The collateral has been transferred to the new entity GM and is not property of the estate; however, Liberty sets forth the collateral amount since it may be used to offset amounts claimed by Liberty.

Liberty continues its investigation of its bond exposure and therefore Liberty reserves the right to amend its proof of claim. Submission of this proof of claim is not a waiver of any of Liberty's rights under the General Agreement of Indemnity and should not be construed as a release of any of the non-debtor indemnitors and/or third parties.

LIBERTY MUTUAL INSURANCE COMPANY

By one of its attorneys

T. Scott Leo, ARDC # 03127352 Grace W. Cranley, ARDC # 6215920 Leo & Weber, P.C. One North LaSalle Street, Ste. 3600 Chicago, Illinois 60602 312-857-0910 312-857-1240 fax

GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY

WHEREAS, the undersigned (hereinofter called "INDEMNITOR"), desires one or more of Liberty Muhual Insurance Company, a Massachusetts corporation; LM insurance Corporation, an Iowa corporation; The First Liberty Insurance Corporation, an Iowa corporation; Liberty Mutual Fire Insurance Company, a Less insurance comporation, an inwa componation, the rust congry meanance componation, at news componation, clustry product rust insurance componing and any other company that is part of or added to the Liberty Mutual Group for which sucety business is underwritten by Liberty Bond Services (collectively hereigniler colled "SURETY") to execute bonds, understanding the behalf. drap for which sucry outsides is underwinded by Liberty point dervices (consciuvely increminer content of parameter and other like obligations, including those which predate this Agreement (hereinafter called "BONDS") on its behalf; and on behalf of any majority owned or controlled subsidiaries or any affiliates, whether present or fibure, and whether directly or fadirectly held; and, upon the written request of the undersigned, any other corporation, partnership or person; and as to all of the foregoing, whether they act alone or in joint venture with others (collectively hereinafter called "PRINCIPAL"), or to renew or to refroin from canceling the BONDS;

NOW, THEREFORE, in consideration of the SURETY executing the BONDS, or renewing or refraining from canceling the BONDS, the INDEMNITOR

- BENEFICIAL INTEREST The undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each of the
- PREMIUMS The INDEMNITOR shall pay to the SURETY all premiums and charges due for any BONDS in accordance with its rate filings, its manual of rates, or as otherwise established by the SURETY, until the PRINCIPAL or INDEMNITOR shall serve evidence satisfactory to the SURETY
- INDEMNITY The INDEMNITOR shall exemerate, indemnify and sove harmless the SURETY from and against any and all loss, damage or expense (including, but not limited in, interest, costs and alterney's fees) which the SURETY shall at any time sustain or incur by reason of: the request to execute, procure, or deliver any BONDS; or the executing, procuring or delivering of any BONDS, whether already or beceater executed; or the renewal or continuation thereof, or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, or recovering or attempting to recover any salvage in connection therewith or by reason of the failure of the INDEMNITOR to perform or camply with the terms of this Agreement; or in the enforcement of the terms of this Agreement. An itemized statement of loss and expense incurred by the SURETY, sworn to by an officer of the SURETY, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the SURETY in any claim or suit by the SURETY against the undersigned.
- CLAIMS AND SETTLEMENTS The SURETY shall have the exclusive right for itself and the undersigned to determine in good faith whether any cloim or suit upon any BONDS shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed. SURETY may incur such expenses, including reasonable alterney's fees, as SURETY decres necessary or advisable in the investigation, defense and payment of such their such expenses, incineing reasonable patency a need, as 2010cb to occurs necessary or autisable in the investigation, because and payment or such claims. It is the SURETY's exclusive right at its option and sole discretion to adjust, settle or compromise any claim, demand, suit or judgment upon the BONDS, unless the PRINCIPAL and the INDEMNITOR shall request the SURETY to filigate such claim or demand, or to defend sont and, or to appeal BUNDS, unless the PRIMEDPAL and the INDEMNATOR shall request the SURELY to integer such claim or demand, or to detend such sont or to appear from such judgment, and shall deposit with the SURETY, at the time of such request, each or collaboral satisfactory to the SURETY in kind and amount to be used in poying any award(s) or judgment(s) rendered or that may be rendered. The SURETY shall have every right, defense or remedy which a such as a su personal surely without compensation would have, including the right of exoneration and the right of subragation, and nothing contained herein shall be construed to waive or diminish any right, defense or remedy which the SURETY might have if this instrument were not executed.
- DISCHARGE/PLACE IN FUNDS The INDEMNITOR will, within thirty (30) days after the SURETY's written demand, either; a) procure the discharge of the SURETY from any BONDS and all liability by reason thereof; or b) if unable to secure such discharge, the INDEMNITOR will place the SURETY in funds that are immediately available and sufficient to meet all of SURETY's liabilities or potential liabilities (including attorney's fees, easts and expenses) arising from any BONDS or request therefor (as may or may not be evidenced by the establishment of a reserve), as determined by east and expenses arrang from any BUNDS or request merciar (as may or may not be evidenced by the substrained of a reserve), as determined by the SURETY in its sole discretion, whether or not any payments have been made by the SURETY. The SURETY shall send its written demand to the INDEMNITOR's last known address by registered or certified mail. Alternatively, at the SURETY's sole discretion and election, INDEMNITOR and SURETY may make other provisions satisfactory to the SURETY for the funding of any bunded obligation(s). The INDEMNITOR hereby acknowledges that if the INDEMNITOR breaches its obligations set forth in this paragraph, the SURETY will have no adequate remedy at low and shall be entitled to injunctive relief, including without limitation specific performance of the terms of this Agreement.
- TRUST FUND, ASSIGNMENT AND OTHER REMEDIES The PRINCIPAL and INDEMNITOR hereby agree that all of their interest, title and rights in the contract or undertaking referred to in the BONDS, or in, or growing in any manner out of the BONDS shall be held as a trust fund in which the SURETY has an interest, and shall inure to the benefit of the SURETY for any liability or loss it may have or austain under any of the BONDS, and this Agreement constitutes notice of such trust. The FRINCIPAL and the INDEMNITOR hereby do and will assign, pledge and convey to the SURETY, and Agreement consumers on such most. The relative and me revision to a colour of any other indebtedness or liability of the such as collateral security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the PRINCIPAL and INDEMNITOR to the SURETY, whether heretofore or hereafter incurred, the PRINCIPAL and/or INDEMNITOR's interest, dife and rights in, and growing in any matter out of, all contracts referred to in the BONDS, or in, or growing in any matter out of the BONDS, but only in the region in one governs in any manner out of an comment principle to in the new page in any manner out of the new part of any contract referred to in the HONDS or any breach of any BONDS; or 2) a default in discharging any other indebtedness or liability incurred in connection therewith, when due; or 3) any breach of this Agreement; or 4) any assignment by discipations and the benefit of creditors, or upon PRINCIPAL's involvement in any agreement or proceeding of liquidation, receivership, or hankruptcy, whether insolvent or not. Upon the happening of any of the events described in 1) through 4) herein, the SURETY shall have the right, with or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take possession of any part or all of the work under any contract(s) covered by any BOND, and at the expense of the PRINCIPALS and INDEMNITORS to complete or arrange for the completion of the same, and the PRINCIPALS and INDEMNITORS shall promptly, upon demand, pay to the SLIRETY all losses, fees, costs and expenses so incurred. the same, and the PERMITORS and INDEMNITORS hereby inevocably constitute and appoint the SURETY as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of the PRINCIPALS and INDEMNITORS assigned and set over to the SURETY in this authority, but not the obligation, to exercise all rights of the PRINCIPALS and INDEMNITORS assigned and set over to the SURETY in this Agreement, including the authority to execute on behalf of the PRINCIPALS and INDEMNITORS any documents or agreements deemed accessary and Agreement, menuing me aumonty to execute on denut or the PARMETALS and INDEANTY CAS any accoments or agreement accoment and proper by the SURETY in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be given to the SURETY under all other provisions of this Agreement. The PRINCIPALS and INDEMNITORS hereby mility all actions taken and done
- BOOKS AND RECORDS Until the SURETY shall have been flurnished with competent evidence of its discharge, without loss, from any and all BONDS, the SURETY shall have the right to free access to the books, records and accounts of each of the undersigned for the purpose of examining them. Each of the undersigned hereby authorizes and requests any depositories in which funds of any of the undersigned may be deposited to furnish to the SURETY the amount of such deposits as of any date requested; and, any person, firm or corporation doing business with the undersigned is hereby and besized to furnish any information requested by the SURETY concerning any transaction. The SURETY may furnish copies of any information which it now has or may hereafter obtain concerning each of the undersigned to other persons or companies for the purpose of procuring co-suretyship or reinsurance or complying with regulatory requirements or advising interested persons or companies.
- OTHER INDEMNITY The INDEMNITOR shall continue to remain bound under the terms of this Agreement even though the SURETY may have heretofore or bereafter, with or without notice to or knowledge of the PRINCIPAL and/or the INDEMNITOR, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said BONDS, from the PRINCIPAL or INDEMNITOR or others. The rights, powers and remedies given the SURETY under this Agreement shall be und are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the SURETY may have or acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or by



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O9-50026-mg DOC 4/52-1 FIEU 01/07/10 Little of the SURETY find also a Financing Statement in the SURETY without in any way abrogating, restricting or limiting the rights of the SURETY under this Agreement or under law, or in equity. A carbon, pholographic or other reproduction of this Agreement may be filed as a Financing Statement.

- 10. SURETIES In the event the SURETY procures the execution of the BONDS by other sureties, or executes the BONDS with co-sureties, or reinstres any portion of the BONDS with reinsuring sureties, then all the terms and conditions of this Agreement shall inute to the benefit of any such other sureties, co-sureties and reinsurers, as their interests may appear.
- 11. DECLINE EXECUTION The SURETY may decline to execute, renew or extend any BONDS, including final bonds, and may cancel any BONDS unless the BONDS state otherwise, and the PRINCIPAL and INDEMNITOR shall make no claim to the contrary. The PRINCIPAL and INDEMNITOR shall make no claim relating to the followe or refusal of any person or entity to accept any of the SURETY's BONDS or to award any contract to any
- 12. CHANGES, WAIVER OF NOTICE The SURETY is authorized and empowered, without notice to or knowledge of the INDEMNITOR or PRINCIPAL, to assent to changes in any HONDS, and/or in the contracts or obligations covered by any HONDS, or to refuse so to assent, it being expressly understood and agreed that the INDEMNITOR shall remain bound under the terms of this Agreement, even though any such assent by the SURETY does or might substantially increase the liability of the INDEMNITOR. The INDEMNITOR waives make of: the execution of the BONDS; acceptance of this Agreement; any default; and/or any other acts which may give rise to a bond claim or liability of the SURETY under the BONDS.
- 13. INVALIDITY Invalidity of any provision of this Agreement by reason of the lows of any jurisitiation shall not render the other provisions bereof invalid. In case the execution of this Agreement by the INDEMNITOR is defective or invalid for any reason, such defect or invalidity shall not affect the validity or enforceability of this Agreement or the Hability hereunder of the INDEMNITOR executing the same.
- 14. ENFORCEMENT Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not been my subcruent action by SURETY. The undersigned authorize SURETY to join any and all of the undersigned as parties defendant in any undersigned without the necessity of first proceeding against the PRINCIPAL. All famils which shall become due from the INDEMNITOR to the country under new of the terms of the Agreement shall be reminded and the level rate. SURETY under any of the terms of this Agreement shall bear prejudgment interest at the legal rote.
- 15. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by federal law.
- TERMINATION This Agreement may be terminated by the INDEMNITOR upon 30 days' written notice sent by registered or certified mail to SURETY at its hame office at Liberty Bond Services, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644, but any such notice of termination shall not operate to modify, bor, or discharge the INDEMNITOR as to the BONDS that may have been theretofore executed or approved, or renewed or extended. Such termination by any undersigned shall in no way affect the obligation of any other undersigned who has not given notice of
- 17. JOINT/SEVERAL The INDEMNITOR and its successors and assigns are jointly and severally bound by this Agreement.

Executed this 27th day of Jept tracket , in the year 2004
General Mators Corporation FEIN # 38-0572515 300 Remaissance Center Detroit, MI 48265-3000
By: (CORPORATE SEAL) Attest: Maller G. Borst. Treasurer. (rama and title) Nancy E. Polis, Secretary
(same and side)
CORPORATE ACKNOWLEDGMENT
STATE of Michigan
County of Wayne .ss.
20
Nancy E. Polis Valler G. Burst
Secretary Trouspire Trouspire
Secretary of the corporation described in and which executed the foregoing Agreement; that they know the seal of the said corporation; that they signed their names thereto by like order.
IN WITNESS WHEREOF, I have hereunio set my hand and affixed my OFFICIAL SEAL the day and year first above written.
and year Just above written.
C (KSignature of Notary Public)
Nouny Public, residing or 300 beneauere (enter) trait).
My commission expires Spece 12, 2011
GINGER A. SMITH NOTARY PUBLIC - MICHIGAN
MY COMMISSION EXPIRES JUNE 12, 2011
LHS-CSL
Page 2 of 2
3

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At its June 3, 2003 meeting, a quorum being present, the Board of Directors of General Motors Corporation (hereinalier called the "Corporation"), adopted the following Presemble and Resolutions:

"WHEREAS, the Corporation has agreed to enter into a certain General Agreement of Indemnity in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group for which surely business is underwritten by Liberty Bond Services or Liberty Mutual Surety (individually and collectively hereinafter called the 'Surety');

WHEREAS, the Corporation has a financial, material and beneficial interest in transactions in which (i) the Corporation, __; (ii) any of <u>its</u> subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and (iii) any other entity or person in response to a request from any party described in items (i) or (ii) above (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others whether or not said others are named herein (individually and collectively hereinalter called "Principals"), have applied or will apply to the Surety for certain bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other surety obligations (hereinafter called 'Bonds'); and

WHEREAS, the Surety has executed or is willing to consider the execution of the Bonds, as surety, upon being furnished with the written indemnity of the Corporation;

NOW, THEREFORE, BE IT:

RESOLVED, that the officers authorized to execute documents on behalf of the Corporation are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any indemnity agreement(s) that the Surety requires or may require as consideration for the Surety's execution of Bonds, of whatever kind or nature, on behalf of the Principal; the officers authorized to execute documents on behalf of the Corporation include: Walter G. Borst, Treasurer.

RESOLVED FURTHER, that said officers are authorized and empowered, at any time prior to or subsequent to the Surely's execution of any Bonds, to execute any and all amendments to any and all indemnity agreement(s); and to execute any other or further agreements relating to any such Bonds or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety, in connection with any such Bonds;

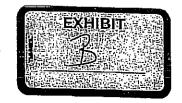
RESOLVED FURTHER, that said officers are authorized and empowered to affix the corporate seal to any and all indemnity agreement(s), to any and all amendments to said indemnity agreement(s), and to any other or further agreements; and

RESOLVED FURTHER, that any and all actions heretofore taken by any representative of the Corporation in order to carry into effect the purposes of the foregoing resolutions, including the execution and delivery of any indemnity agreement(s) are hereby approved, ratified and confirmed."

Given under my hand and the seal of the Corporation, in the City of <u>Detroit</u> State of <u>Michigan</u> on the <u>3</u> day of <u>November</u>, 2004.

Nancy E. Polis Secretary

•	DOND.	OUTSTANDING	
•	COUNT	LIABILITY	, –
OFFICIAL BONDS	9	75,000	: 1
•	-	, , c d d	
COURT & FIDUCIARY			
COURT & FIDUCIARY	1.	124,000	
CONTRACT .	0	0	
. Supply	0	٠ ٥	•
. SUBDIVISION	0	0	
·			
LICENSE € PERMIT	34	867,950	
. CUSTOMS	3	6,312,500	
MISCELLANEOUS	4	138,579	
. WORKERS COMP	3	3,100,000	•
. MISC CONTRACTS	D	3,100,000	
••••	_	ŭ	
. ACCOUNT TOTAL	54	10,618,029	₩ •



BOND NUMBER E	er date exi	DATE BOND	AMOUNT	BILL AMOU	nt re	ſ	CLASS	STATE	GTM	OI
6665029 0 . PRINCIPAL . OBLIGEE . DESCRIPTION	GENERAL MOTOR	US COMPANY NEW YOU THE	RK, DEPT.	OF STATE-1	NISC: H	RECO:	571 RDS U*	NY		
6595088 (PRINCIPAL OBLIGEE DESCRIPTION	SATURN CORPO	RATION SISSIPPI, MI	50,000 SSISSIPPI 1		,	2 OMMI		мз		
6571113 PRINCIPAL OBLIGEE DESCRIPTION	GENERAL MOTO STATE OF NEW	RS CORPORATI JERSEY, BUR JUNDER THE N	ON EAU OF PRI	VATE PLAN		2 LLT	521 T	nj		
. 6571084 . PRINCIPAL . OBLIGEE . DESCRIPTION	05/14/09 09 GENERAL MOTO MICHIGAN DE	5/14/10 ORS COMPANY PARTMENT OF S	STATE, MOTO	R VEHICLE	125 ADMIN	2 ISTR	579 ATION	MI		
6571078 PRINCIPAL OBLIGEE DESCRIPTION	DIANA GOWIN STATE OF MI	g Chigan, secri	•		100	5	105	MI		
6571067 PRINCIPAL OBLIGEE DESCRIPTION	G.M. SAFE I STATE OF MI	RIVING PROGR CHIGAN, SECR	AM ETARY OF S		125	1	994	MI		
. PRINCIPAL	nestelynn : State of m	ICHIGAN, SECR	-	Tate	100	5	105	MI		
6522312 . PRINCIPAL . OBLIGEE . DESCRIPTION	ONSTAR COR STATE OF N	PORATION ORTH DAKOTA;	PUBLIC SE	•			993	МЭ		
	SATURN CON NORTH CARO	LPORATION DLINA DIVISIO								

BOND NUMBER	EFF DATE	EXP DATE	BOND	AMOUNT	BILL	AMOUNT	RM	CLASS	STATE	CLM	C
6490036 - PRINCIPAL - OBLIGEE - DESCRIPTION	NORTH CA	ISTRIBUTION ROLINA DIVI	CORPORTION OF		ÆHI CLE	250 S, DIVIS	2 SION (930 DF MOTO*	NC		-
6449949 . PRINCIPAL . OBLIGEE . DESCRIPTION		MICHIGAN,	SECRET	10,000 ARY OF S	TATE	100	5	105	MI		٠
6412067 . PRINCIPAL . OBLIGEE . DESCRIPTION	CRISTINA STATE OF	ARIZONA, S		5,000	'ATE - 1	100 NOTARY P	•	105 SECTION	AZ. N		
. OBLIGEE	GENERAL STATE O	01/01/10 MOTORS COM F MISSOURI, EHICLE DEAL	PANY MOTOR	25,000 VEHICLE ESA, KAN	COMMIS BAS CIT	125 SION Y	5 4	927	МО		
6387773 PRINCIPAL OBLIGEE DESCRIPTION	STATE O	COMPANY LLC F COLORADO,	DEPAR	30,000 TMENT OF		150 E - Mote			CO L*		
. PRINCIPAL . OBLIGEE	GM CAR STATE (12/02/05 COMPANY LLO OF MISSOURI, MEHICLE DEAL	: MOTOR			12 SSION	5 2	930	MO		
. PRINCIPAL . OBLIGEE	STATE	3 12/02/09 COMPANY LL DF NEW MEXI VEHICLE DEA	C CO, MO!			Z5 ION DIVI		2 930	NM.		
6387708 - PRINCIPAL - OBLIGEE - DESCRIPTIO	. GM CAR STATE	COMPANY LL	C , MOTO	R VEHICL			25	2 930			
. OBLIGEE	GM CAF	9 04/30/3 COMPANY LI PATE OF FLOR VEHICLE DEM	C LIDA, D	DEPARTMEN			25 AFETY				

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BOND NUMBER	EFF DATE	EXP DATE	BOND	ТИПОМУ	BILL	THUOMA	RM	CLASS	STATE	CLM	CM
6380057 . PRINCIPAL . OBLIGEE . DESCRIPTION .	PAMELLA S	MICHIGAN, S		10,000 ARY OF ST	ATE	100	5	105	MI		
6351257 . PRINCIPAL . OBLIGEE . DESCRIPTION	nėstelyn State op	MICHIGAN,	P	10,000 ARY OF ST	'ATE	100	5	105	MI		
. 6307B74 . PRINCIPAL . OBLIGEE . DESCRIPTION	STATE OF	MOTORS COMP. NEW YORK,	ANY CHAIR,	50,000 WORKERS	COMPE	750 Insation	2 BOARI	52 1	ÑY .		
6286393 . PRINCIPAL . OBLIGEE . DESCRIPTION	JIMMIE E STATE OF	F INDIANA, N		5,000 DEPARTME	NT	100	5	105	IN		
6286392 . PRINCIPAL . OBLIGEE . DESCRIPTION	RICHARD STATE OI	F INDIANA, N		5,000 DEPARTME	NT	100	5	1.05	IN		
6286296 - PRINCIPAL - OBLIGEE - DESCRIPTION	LISA A. STATE O	F MICHIGAN,		10,000	TATE	100	5	105	MI		
6273676 . PRINCIPAL . OBLIGEE . DESCRIPTION	ELLA M.	MOTORS COM	PANY	124,000	ESTATE	620 OF TROY	_	257 MAINOR	OK D		
6273595 . PRINCIPAL . OBLIGEE . DESCRIPTIO	GENERAL BANK OF N LOST IN	MOTORS ACC AMERICA	EPTANC ND	E CORPOR	NOITA	889		•	FL		
. OBLIGEE	03/31/05 GENERAI STATE C	03/31/10 MOTORS COM OF GEORGIA	PANY -	20,000 - GM AUCT		10	0 4		GA.		
. DESCRIPTIO	naeu MC	TOK VEHICLE	DEALI	iK.					•		

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BOND NUMBER	RFF DATE	EXP DATE	воир	AMOUNT	BILL AMO	odne i	RM	CLASS	STATE	CIM	
6256932 PRINCIPAL OBLIGEE DESCRIPTION	VICTORIA STATE OF	LYNN PROCK CALIFORNIA	, DMV-	NERAL MOT	CORS COMPAY PROCESSING	100 TY 3 MS H	2 221	930	CA.		
6256931 PRINCIPAL OBLIGEE DESCRIPTION	SATURN CO STATE OF	TENNESSEE	PRODUC	1,000 CTS & ALT	ernative f	100 UELS	2	949	TN		•
6256930 PRINCIPAL OBLIGEE DESCRIPTION	SATURN CO MARYLAND	01/01/10 ORPORATION DEPARTMENT HICLE MANUE	OF TH	100,000 RANSPORTA ER	TION	50 <u>0</u>	2	93ô	MÖ		
6256909 PRINCIPAL OBLIGEE DESCRIPTION	CHEVROLE STATE OF	Tennessee	Canada	1,000 GROUP, G	ENERAL MOI	100 CORS CO	Z ZAGMC	950 IY, A D*	TN		
6256907 - PRINCIPAL - OBLIGEE - DESCRIPTION	GENERAL COLORADO	DEPT. OF 1	REVENU	E	LET MOTOR	100 DIVIS	2 ION	950	co		
6256906 PRINCIPAL OBLIGEE DESCRIPTION	STATE OF	T MOTOR DI	VISION D	2,000 , GENERAI	i motors co	100 Ynagmo	2	950	NM		
6256905 . PRINCIPAL . OBLIGEE . DESCRIPTIO	PONTIAC CITY OF N ERECT A	12/29/09 MOTOR DIVI PONTIAC FENCE ON C	SION, ITY PU	GENERAL I	MOTORS COR			993	. MI		
. OBLIGEE	10/14/09 SAAB CAI STATE OI	10/14/10 RS USA INC	Tur	10,000		100	2	927	CT		
- OBLIGEE	SATURN STATE O	10/10/10 DISTRIBUTIO F NEW MEXIO EHICLE DEAL	N CORI	PORATION		250	2	927	ММ		

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BOND NUMBER	Bee date	EXP DATE	BOND	THUOMA	BILL	THUOMA	RM	CLASS	STATE	CLM	CN
6251517 . PRINCIPAL . OBLIGEE . DESCRIPTION	GENERAL I STATE OF ITINERAN	MOTORS COMPI MISSISSIPPI T MERCHANTS	MY	50,000		250	2	938	MS		
6251516 . PRINCIPAL . OBLIGEE . DESCRIPTION	GENERAL STATE OF ITINERAN	11/13/09 MOTORS COME LOUISIANA T MERCHANTS	ANY	20,000		100	. 2	938	LA		
- 6251482 - PRINCIPAL - OBLIGEE - DESCRIPTION	12/31/08 SAAB LEA STATE OF	NEW HAMPSH	NC.	25,000		125	2	922	NH	•	
. OBLIGEE . DESCRIPTION	SAAB CAI STATE OI	09/09/10 LS USA, INC. F NEW HAMPSH D SERVICE CO	IIRE	•		250	1	: 579	NH		
6246299 . PRINCIPAL	10/31/09 GENERAL DISTRIC	10/31/10 MOTORS COM F OF COLUME	PANY LA			125	5 4	927	מכ		
. OBLIGEE	GENERAL STATE O	09/30/10 MOTORS COM F ALABAMA EHICLE DEAL	PANY	10,000 ND		100	D 4	930	AL		
. PRINCIPAL . OBLIGEE	GENERAI STATE O	09/30/10 MOTORS COM OF ALABAMA WEHICLE DEAI	PANY/C	GM AUCTION			0 3	·930	AL		
. DESCRIPTION	3033899 SOCIETI ON LIEN DI	B = GENERAL B DE L'ASSUM E COMMERCAN	MORTO: RANCE DE B	RS DU CANA AUTOMOĖILI	DU QI	MITEE .		950	FC F		
6205213 . PRINCIPAL . OBLIGEE . DESCRIPTI	02/23/0 SAAB L STATE		CUT	·		10	00 :	L 927	CT		

ACCOUNT EB73 GENERAL MOTORS CORPORATION

BOND NUMBER	EFF DATE EXP	DATE BOND	AMOUNT E	HILL AMOUNT	C RM	CLASS	STATE	CIM	CN1
		COMPANY OF MASSACHUS	-	18,00	0 4	521	МА		
. OBLIGEE . DESCRIPTION	03/04/09 03/ GENERAL MOTOR U. S. CUSTOMS DRAWBACK - AC I.R.S #38-057	S CORPORATIO SERVICE TIVITY CODE	ON -CUST				NY		
6198900 . PRINCIPAL . OBLIGEE	02/22/09 02/ SAAB FINANCII STATE OF NEVI	22/10 AL SERVICES I	LLC	i	00 2	BOE	йV		
. OBLIGEE	02/20/09 02 GENERAL MOTO STATE OF CAL N MOTOR VEHICL	RS COMPANY, IFORNIA	DBA GM AUCT			927	CA		
. PRINCIPAL . OBLIGEE	02/03/09 02 GENERAL MOTO STATE OF CAI N COMMERCIAL I	RS COMPANY IFORNIA	·		250 2	927	CA		
. PRINCIPAL . OBLIGEE	01/17/09 0: SAAB CARS U: STATE OF CO ON MOTOR VEHIC	SA, INC NNECTICUT, D	EPARTMENT O		100 HICLES		CT .		
. PRINCIPAL . OBLIGEE	08/25/09 0 TM000301104 HER MAJESTY ON WHOLESALER'	4=GENERAL MC THE QUEEN,	TORS OF CAN MINISTER OF			2 952 JE	FC		
· OBLIGEE	07/10/09 (TM000301103 CANADA CUST ON CUSTOM BON	7=GENERAL M COMS AND REV	OTORS OF CA	TADA LIMIT	,625 ED _.	2 972	FC .		•
6184918 . PRINCIPAL . OBLIGEE . DESCRIPT	_ TMD0030097	04/01/10 93=GENERAL M TOMS AND REV MEORARY IMPO	ENUE AGENCY	RATION	938	2 973	2 FC		

C-2145 2/00

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BOND NUMBER	EFF DATE	EXP DATE	BOND A	MOUNT	BILL	TUDOMA	RM	C	BEAG	STATE	GIM	CII
6205176 . PRINCIPAL . OBLIGEE . DESCRIPTION	General Commonwe	MOTORS COMP ALTH OF MAS	any Sachuset			18,000	4	52	1	MA		
. PRINCIPAL . OBLIGEE	GENERAL U.S.CI N DRAWBACI	03/04/10 MOTORS CORE JSTOMS SERVI C - ACTIVITY 38-057251500	ORATION CE CODE 1	-cu					72	NY		
. OBLIGEE	02/22/09 SAAB FI STATE O	02/22/10 NANCIAL SER	VICES LI			100	. 2	9	O'B	MA		
. OBLIGEE	GENERAL STATE (02/20/10 MOTORS COM OF CALIFORNI VEHICLE DEAL	PANY, DI	BA GM AU		100 DEPARTM		5	27	CA.		•
. OBLIGEE	GENERA STATE	9 02/03/10 L MOTORS CON OF CALIFORN CIAL REQUES	IPANY LA		Y BOND	25	0 2	2	927	CA		
. PRINCIPA . OBLIGEE	L SAAB C STATE	9 01/17/1 PARS USA, IN OF CONNECTI VEHICLE DEA	C CUT, DEI					1	927	CT		
. PRINCIPA	L TMOOD HER M	09 08/26/1 3011044=GENI AJESTY THE (SALER'S SALI	ERAL MOT QUEEN, M	ORS OF (INISTER	ANADA	LIMITED		2 JE	952	FC		
. OBLIGEE	AL TMOOO	09 07/10/ 3011037=GEN NA CUSTOMS A	eral moj	rors of	CANADA		525 D	2	972	FC -		٠
6184918 - PRINCIE - OBLIGEE - DESCRIE	AL TM000	/09 04/01/ 03009793=GEN DA CUSTOMS <i>I</i> DMS TEMPORAL	IERAL MO'	TORS COI NUE AGEI	eporati ICY	ON.	938	2	972	FC		